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CALIFORNIA, INC.; HEALTH NET LIFE  
INSURANCE COMPANY; HEALTH NET, INC.;  
and CENTENE CORPORATION

(Additional counsel listed on next page)

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

ABC SERVICES GROUP, INC., a  
Delaware corporation, in its capacity  
as assignee for the benefit of creditors  
of MORNINGSIDE RECOVERY,  
LLC, a California limited liability  
company,

Plaintiffs,

v.

HEALTH NET OF CALIFORNIA,  
INC., a California corporation;  
HEALTH NET LIFE INSURANCE  
COMPANY, a California corporation;  
HEALTH NET, INC., a Delaware  
corporation; CENTENE  
CORPORATION, a Delaware  
corporation; and DOES 1 through 20,  
Inclusive,

Defendants.

Case No. 8:19-cv-00243 DOC (DFMx)

Hon. David O. Carter

**STIPULATION AND PROTECTIVE  
ORDER**

[DISCOVERY DOCUMENT:  
REFERRED TO MAGISTRATE  
JUDGE DOUGLAS F. MCCORMICK]

Complaint Filed: Feb. 6, 2019

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1 The parties to this action stipulate as follows:

2 1. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,  
4 proprietary, or private information for which special protection from public  
5 disclosure and from use for any purpose other than pursuing this litigation may be  
6 warranted. Accordingly, the parties stipulate to and petition the Court to enter this  
7 Stipulation and Protective Order (“Order”). The parties acknowledge that this Order  
8 does not confer blanket protections on all disclosures or responses to discovery and  
9 that the protection it affords from public disclosure and use extends only to the  
10 limited information or items that are entitled to confidential treatment under  
11 applicable legal principles.

12 2. GOOD CAUSE STATEMENT

13 The parties acknowledge that information produced in discovery, regardless  
14 of its designation under this Order, may contain personal and health information  
15 subject to the protections of, inter alia, the Health Insurance Portability and  
16 Accountability Act of 1996 (“HIPAA”), the applicable requirements of the  
17 Standards for Privacy of Individually Identifiable Health Information and its  
18 implementing regulations issued by the U.S. Department of Health and Human  
19 Services (45 C.F.R. Parts 160-64; HIPAA Privacy Regulations), and California  
20 Civil Code §§ 56 et seq., and 1798.82 et seq. (collectively “Privacy Laws”), which  
21 protect the confidentiality of individually identifiable personal and health  
22 information. The parties agree to take all measures necessary to comply with the  
23 requirements of the Privacy Laws and any other applicable laws governing the  
24 privacy of personal and health information. Such measures include, but are not  
25 limited to, the development, implementation, maintenance, and use of appropriate  
26 administrative, technical, and physical safeguards, in compliance with the Privacy  
27 Laws and applicable state and federal laws, to preserve the integrity,  
28 confidentiality, and availability of Protected Material (as defined below). The

1 parties expressly agree that the citations to the Privacy Laws in this paragraph are  
2 for convenience only and that it remains the obligation of each party to the action to  
3 understand and comply with the obligations imposed by the Privacy Laws and any  
4 other potentially applicable state and federal law. Accordingly, to expedite the flow  
5 of information, to facilitate the prompt resolution of disputes over confidentiality of  
6 discovery materials, to adequately protect information the parties are entitled to  
7 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
8 of such material in preparation for and in the conduct of trial, to address the  
9 handling of such materials at the end of the litigation, and to serve the ends of  
10 justice, a protective order for such information is justified in this matter. It is the  
11 intent of the parties that information will not be designated as confidential for  
12 tactical reasons and that nothing be so designated without a good faith belief that it  
13 has been maintained in a confidential, non-public manner, and there is good cause  
14 why it should not be part of the public record of this case.

15 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

16 The parties further acknowledge, as set forth in Section 14.3, below, that this  
17 Order does not entitle them to file confidential information under seal. Local Civil  
18 Rule 79-5 sets forth the procedures that must be followed and the standards that  
19 will be applied when a party seeks permission from the court to file material under  
20 seal. There is a strong presumption that the public has a right of access to judicial  
21 proceedings and records in civil cases. In connection with non-dispositive motions,  
22 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
23 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
24 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
25 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
26 require good cause showing), and a specific showing of good cause or compelling  
27 reasons with proper evidentiary support and legal justification must be made with  
28 respect to Protected Material that a party seeks to file under seal. The parties' mere

1 designation of Disclosure or Discovery Material (as defined below) as  
2 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY  
3 does not—without the submission of competent evidence by declaration,  
4 establishing that the material sought to be filed under seal qualifies as confidential,  
5 highly confidential, privileged, or otherwise protectable—constitute good cause.

6 Further, if a party requests sealing related to a dispositive motion or trial,  
7 then compelling reasons, not only good cause, for the sealing must be shown, and  
8 the relief sought must be narrowly tailored to serve the specific interest to be  
9 protected. *See Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir.  
10 2010). For each item or type of information, document, or thing sought to be filed  
11 or introduced under seal, the party seeking protection must articulate compelling  
12 reasons, supported by specific facts and legal justification, for the requested sealing  
13 order. Again, competent evidence supporting the application to file documents  
14 under seal must be provided by declaration.

15 Any document that is not confidential, privileged, or otherwise protectable in  
16 its entirety will not be filed under seal if the confidential portions can be redacted.  
17 If documents can be redacted, then a redacted version for public viewing, omitting  
18 only the confidential, privileged, or otherwise protectable portions of the document,  
19 must be filed. Any application that seeks to file documents under seal in their  
20 entirety should include an explanation of why redaction is not feasible.

#### 21 4. DEFINITIONS

22 4.1 Action: this pending federal lawsuit, *ABC Services Group, Inc. v.*  
23 *Health Net of California, Inc., et al.*, Case No. 8:19-cv-00243 DOC (DFMx).

24 4.2 Challenging Party: a Party or Non-Party that challenges the  
25 designation of information or items under this Order.

26 4.3 “CONFIDENTIAL” Information or Items: information (regardless of  
27 how it is generated, stored, or maintained) or tangible things that qualify for  
28

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
2 the Good Cause Statement above.

3 4.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
4 Information or Items: extremely sensitive “CONFIDENTIAL Information or  
5 Items,” disclosure of which to another Party or Non-Party would create a  
6 substantial risk of serious harm that could not be avoided by less restrictive means.

7 4.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9 4.6 Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY.”

13 4.7 Disclosure or Discovery Material: all items or information, regardless  
14 of the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced  
16 or generated in disclosures or responses to discovery.

17 4.8 Expert: a person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who has been asked by a Party or its counsel to serve as  
19 an expert witness or as a consultant in this Action.

20 4.9 House Counsel: attorneys who are employees of a party to this Action.  
21 House Counsel does not include Outside Counsel of Record or any other outside  
22 counsel.

23 4.10 Non-Party: any natural person, partnership, corporation, association, or  
24 other legal entity not named as a Party to this action.

25 4.11 Outside Counsel of Record: attorneys who are not employees of a  
26 party to this Action but are retained to represent a party to this Action and have  
27 appeared in this Action on behalf of that party or are affiliated with a law firm that  
28 has appeared on behalf of that party, and includes support staff.

1           4.12 Party: any party to this Action, including all of its officers, directors,  
2 employees, and Outside Counsel of Record (and their support staffs).

3           4.13 Producing Party: a Party or Non-Party that produces Disclosure or  
4 Discovery Material in this Action.

5           4.14 Professional Vendors: persons or entities that provide litigation  
6 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
8 and their employees and subcontractors.

9           4.15 Protected Material: any Disclosure or Discovery Material that is  
10 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
11 ATTORNEYS’ EYES ONLY.”

12           4.16 Receiving Party: a Party that receives Disclosure or Discovery  
13 Material from a Producing Party.

14       5.     SCOPE

15           The protections conferred by this Order cover not only Protected Material,  
16 but also (1) any information copied or extracted from Protected Material; (2) all  
17 copies, excerpts, summaries, or compilations of Protected Material; and (3) any  
18 testimony, conversations, or presentations by Parties or their Counsel that is  
19 reasonably foreseeable to reveal Protected Material.

20           Any use of Protected Material at trial will be governed by the orders of the  
21 trial judge and other applicable authorities. This Order does not govern the use of  
22 Protected Material at trial.

23       6.     DURATION

24           Once a case proceeds to trial, information subject to this Order that is used or  
25 introduced as an exhibit at trial becomes public and will be presumptively available  
26 to all members of the public, including the press, unless compelling reasons  
27 supported by specific factual findings to proceed otherwise are made to the trial  
28 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing

1 “good cause” showing for sealing documents produced in discovery from  
2 “compelling reasons” standard when merits-related documents are part of court  
3 record).

4 7. DESIGNATING PROTECTED MATERIAL

5 7.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under  
7 this Order must take care to limit any such designation to specific material that  
8 qualifies under the appropriate standards. The Designating Party must designate for  
9 protection only those parts of material, documents, items, or oral or written  
10 communications that qualify so that other portions of the material, documents,  
11 items, or communications for which protection is not warranted are not swept  
12 unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber the case development process or to  
16 impose unnecessary expenses and burdens on other parties) may expose the  
17 Designating Party to sanctions.

18 If it comes to a Designating Party’s attention that information or items that it  
19 designated for protection do not qualify for protection, the Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 7.2 Manner and Timing of Designations. Except as otherwise provided in  
22 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material  
23 that qualifies for protection under this Order must be clearly so designated before  
24 the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic  
27 documents, but excluding transcripts of depositions or other pretrial or trial  
28 proceedings), that the Producing Party affix, at a minimum, the legend



1 “CONFIDENTIAL” (“CONFIDENTIAL legend”) or “HIGHLY CONFIDENTIAL  
2 – ATTORNEYS’ EYES ONLY” (“HIGHLY CONFIDENTIAL – ATTORNEYS’  
3 EYES ONLY legend”), to each page that contains protected material. If only a  
4 portion of the material on a page qualifies for protection, the Producing Party also  
5 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
6 in the margins).

7 A Party or Non-Party that makes original documents available for inspection  
8 need not designate them for protection until after the inspecting Party has indicated  
9 which documents it would like copied and produced. During the inspection and  
10 before the designation, all of the material made available for inspection will be  
11 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
12 documents it wants copied and produced, the Producing Party must determine  
13 which documents, or portions of documents, qualify for protection under this Order.  
14 Then, before producing the specified documents, the Producing Party must affix the  
15 “CONFIDENTIAL legend” or the “HIGHLY CONFIDENTIAL – ATTORNEYS’  
16 EYES ONLY legend” to each page that contains Protected Material. If only a  
17 portion of the material on a page qualifies for protection, the Producing Party also  
18 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
19 in the margins).

20 (b) for deposition exhibits, portions of deposition testimony, or any  
21 video recording of a deposition proceeding, any Party or Non-Party may designate  
22 as Protected Material deposition exhibits or portions of deposition testimony by  
23 informing the reporter (and videographer, if applicable) during the deposition or by  
24 sending, within thirty (30) days after the reporter makes the final uncorrected  
25 deposition transcript available to all parties, a letter to all attorneys of record and to  
26 the deposition reporter (and videographer, if applicable) designating the exhibits to  
27 be so restricted, designating by page and line any portions of transcript to be so  
28 restricted, or the entire transcript if applicable, and specifying the level of

1 protection being asserted. If all or a portion of a proceeding is videotaped, the video  
2 recording will have the same level of protection that is designated by a Party for the  
3 transcript of the proceeding.

4 When deposition exhibits or deposition testimony are designated Protected  
5 Material by informing the reporter during the deposition, the transcript and any  
6 exhibits containing Protected Material shall have an obvious legend on the title  
7 page indicating that the transcript and exhibits contain Protected Material. If any  
8 portion of a videotaped proceeding is designated pursuant to this section, the  
9 videocassette or other video container shall be labeled with the appropriate  
10 confidentiality designation. The Designating Party shall inform the court reporter  
11 (and videographer, if applicable) of this requirement.

12 During the 30-day period following first availability of the final uncorrected  
13 deposition transcript, deposition exhibits, the deposition transcript, and/or the video  
14 recording will be designated “HIGHLY CONFIDENTIAL-ATTORNEYS' EYES  
15 ONLY” in their entirety unless otherwise agreed. After the expiration of that  
16 period, the deposition exhibits, the deposition transcript, or the video recording  
17 shall be treated as actually designated. If no designation is made within the 30-day  
18 period, the materials shall be considered to not contain any Protected Material.

19 Parties shall give the other parties Notice if they reasonably expect a  
20 deposition, hearing or other proceeding to include Protected Material so that the  
21 other parties can ensure that only individuals who are authorized to attend and who  
22 have signed the Non-Disclosure Agreement (Exhibit A) are present at those  
23 proceedings. The use of a document as an exhibit at a deposition shall not in any  
24 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-  
25 ATTORNEYS' EYES ONLY.”

26 (c) for information produced in some form other than documentary  
27 and for any other tangible items, that the Producing Party affix in a prominent place  
28 on the exterior of the container or containers in which the information is stored the

1 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
2 EYES ONLY.” If only a portion or portions of the information warrants protection,  
3 the Producing Party, to the extent practicable, must identify the protected  
4 portion(s).

5 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
6 failure to designate qualified information or items does not, standing alone, waive  
7 the Designating Party’s right to secure protection under this Order for such  
8 material. Upon timely correction of a designation, the Receiving Party must make  
9 reasonable efforts to assure that the material is subsequently treated in accordance  
10 with the provisions of this Order.

## 11 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court’s  
14 Scheduling Order.

15 8.2 Meet and Confer. The Challenging Party must initiate the dispute  
16 resolution process under Local Rule 37-1 et seq.

17 8.3 Joint Stipulation. Any challenge submitted to the Court must be via a  
18 joint stipulation under Local Rule 37-2.

19 8.4 The burden of persuasion in any challenge proceeding will be on the  
20 Designating Party. Frivolous challenges, and those made for an improper purpose  
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
23 or withdrawn the confidentiality designation, all parties must continue to afford the  
24 material in question the level of protection to which it is entitled under the  
25 Producing Party’s designation until the Court rules on the challenge.

## 26 9. ACCESS TO AND USE OF PROTECTED MATERIAL

27 9.1 Basic Principles. A Receiving Party may use Protected Material that is  
28 disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such  
2 Protected Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the Action has been terminated, a  
4 Receiving Party must comply with the provisions of section 15 below (FINAL  
5 DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a  
7 location and in a secure manner that ensures that access is limited to the persons  
8 authorized under this Order.

9 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
10 otherwise ordered by the court or permitted in writing by the Designating Party, a  
11 Receiving Party may disclose any information or item designated  
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
14 as well as employees of said Outside Counsel of Record;

15 (b) the officers, directors, and employees (including House  
16 Counsel) of the Receiving Party;

17 (c) Experts (as defined in this Order) of the Receiving Party for this  
18 Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
19 (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and  
23 Professional Vendors to whom disclosure is reasonably necessary for this Action  
24 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
25 A);

26 (g) the author or recipient of a document containing the information  
27 or a custodian or other person who otherwise possessed or knew the information;  
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1 (h) during their depositions, witnesses, and attorneys for witnesses,  
2 in the Action to whom disclosure is reasonably necessary and who have signed the  
3 “Acknowledgement and Agreement to Be Bound” (Exhibit A), unless otherwise  
4 agreed by the Designating Party or ordered by the court. Pages of transcribed  
5 deposition testimony or exhibits to depositions that reveal Protected Material may  
6 be separately bound by the court reporter and may not be disclosed to anyone  
7 except as permitted under this Order; and

8 (i) any mediators or settlement officers and their supporting  
9 personnel mutually agreed upon by any of the parties engaged in settlement  
10 discussions.

11 9.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
13 writing by the Designating Party, a Receiving Party may disclose any information  
14 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
15 only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
17 as well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19 (b) House Counsel of the Receiving Party to whom disclosure is  
20 reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to  
22 whom disclosure is reasonably necessary for this Action and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and  
27 Professional Vendors to whom disclosure is reasonably necessary for this Action  
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1 and who have signed the “Acknowledgment and Agreement to Be Bound”  
2 (Exhibit A);

3 (g) the author or recipient of a document containing the  
4 information;

5 (h) during their depositions, witnesses, and attorneys for witnesses,  
6 in the Action to whom disclosure is reasonably necessary and who have signed the  
7 “Acknowledgement and Agreement to Be Bound” (Exhibit A), unless otherwise  
8 agreed by the Designating Party or ordered by the court. However, current  
9 employees of Defendants can be shown any information or item designated  
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” during their  
11 depositions without having signed the “Acknowledgement and Agreement to Be  
12 Bound” (Exhibit A). Pages of transcribed deposition testimony or exhibits to  
13 depositions that reveal Protected Material must be separately bound by the court  
14 reporter and may not be disclosed to anyone except as permitted under this Order.

15 (i) any mediators or settlement officers and their supporting  
16 personnel mutually agreed upon by any of the parties engaged in settlement  
17 discussions.

18 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
19 IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation  
21 that compels disclosure of any information or items designated in this Action as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
23 ONLY,” that Party must:

24 (a) promptly notify in writing the Designating Party. The  
25 notification shall include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or  
27 order to issue in the other litigation that some or all of the material covered by the  
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1 subpoena or order is subject to this Order. The notification shall include a copy of  
2 this Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the Designating Party whose Protected Material may be affected. If the  
5 Designating Party timely seeks a protective order, the Party served with the  
6 subpoena or court order may not produce any information designated in this action  
7 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
8 ONLY” before a determination by the court from which the subpoena or order  
9 issued, unless the Party has obtained the Designating Party’s permission. The  
10 Designating Party will bear the burden and expense of seeking protection in that  
11 court of its confidential material and nothing in these provisions should be  
12 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
13 a lawful directive from another court.

14 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced  
17 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Information produced by Non-  
19 Parties in connection with this litigation is protected by the remedies and relief  
20 provided by this Order. Nothing in these provisions should be construed as  
21 prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery  
23 request, to produce a Non-Party’s Protected Material in its possession, and the Party  
24 is subject to an agreement with the Non-Party not to produce the Non-Party’s  
25 confidential information, then the Party must:

26 (1) promptly notify in writing the Requesting Party and the  
27 Non-Party that some or all of the information requested is subject to a  
28 confidentiality agreement with a Non-Party;

1 (2) promptly provide the Non-Party with a copy of this Order,  
2 the relevant discovery request(s), and a reasonably specific description of the  
3 information requested; and

4 (3) make the information requested available for inspection  
5 by the Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court  
7 within 14 days of receiving the notice and accompanying information, the  
8 Receiving Party may produce the Non-Party's Protected Material responsive to the  
9 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
10 Party may not produce any information in its possession or control that is subject to  
11 the confidentiality agreement with the Non-Party before a determination by the  
12 court. Absent a court order to the contrary, the Non-Party will bear the burden and  
13 expense of seeking protection in this court of its Protected Material.

14 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
16 Protected Material to any person or in any circumstance not authorized under this  
17 Order, the Receiving Party must immediately (a) notify in writing the Designating  
18 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
19 unauthorized copies of the Protected Material, (c) inform the person or persons to  
20 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
21 request those person or persons to execute the "Acknowledgment an Agreement to  
22 Be Bound" attached as Exhibit A.

23 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain  
26 inadvertently produced material is subject to a claim of privilege or other  
27 protection, the obligations of the Receiving Parties are those set forth in Federal  
28 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify



1 whatever procedure may be established in an e-discovery protocol or order that  
2 provides for production without prior privilege review. Under Federal Rule of  
3 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of  
4 disclosure of a communication or information covered by the attorney-client  
5 privilege or work product protection, the parties may incorporate their agreement in  
6 an order submitted to the court.

7 14. MISCELLANEOUS

8 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the Court in the future.

10 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
11 Order, no Party waives any right it otherwise would have to object to disclosing or  
12 producing any information or item on any ground not addressed in this Order.  
13 Similarly, no Party waives any right to object on any ground to use in evidence of  
14 any of the material covered by this Order.

15 14.3 Filing Protected Material. A Party that seeks to file under seal any  
16 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
17 may be filed under seal only under a court order authorizing the sealing of the  
18 specific Protected Material. If a Party's request to file Protected Material under seal  
19 is denied by the court, then the Receiving Party may file the information in the  
20 public record unless otherwise instructed by the court.

21 15. FINAL DISPOSITION

22 After the final disposition of this Action, within 60 days of a written request  
23 by the Designating Party, each Receiving Party must return all Protected Material to  
24 the Producing Party or destroy the material. As used in this subdivision, "all  
25 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
26 other format reproducing or capturing any of the Protected Material. Whether the  
27 Protected Material is returned or destroyed, the Receiving Party must submit a  
28 written certification to the Producing Party (and, if not the same person or entity, to

1 the Designating Party) by the 60-day deadline that (1) identifies (by category,  
2 where appropriate) all the Protected Material that was returned or destroyed and (2)  
3 affirms that the Receiving Party has not retained any copies, abstracts,  
4 compilations, summaries or any other format reproducing or capturing any of the  
5 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
6 archival copy of all pleadings, motion papers, trial transcripts, deposition  
7 transcripts, hearing transcripts, legal memoranda, correspondence, deposition and  
8 trial exhibits, expert reports, attorney work product, and consultant and expert work  
9 product, even if the materials contain Protected Material. Any archival copies that  
10 contain or constitute Protected Material remain subject to this Order.

11 16. VIOLATION

12 Any violation of this Order may be punished by appropriate measures  
13 including, without limitation, contempt proceedings and monetary sanctions.

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15  
16 Dated: April 18, 2019

MANATT, PHELPS & PHILLIPS, LLP

17  
18 By: /s/ Craig S. Bloomgarden

19 Craig S. Bloomgarden  
20 *Attorneys for Defendants*  
HEALTH NET OF CALIFORNIA, INC.,  
HEALTH NET LIFE INSURANCE  
21 COMPANY, HEALTH NET, INC., and  
CENTENE CORPORATION

22 Dated: April 18, 2019

GARNER HEALTH LAW CORPORATION

23  
24 By: /s/ Craig B. Garner

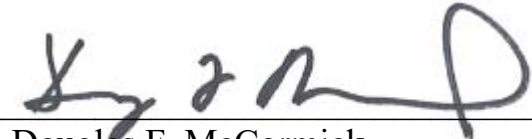
25 Craig B. Garner  
26 *Attorneys for Plaintiff*  
ABC SERVICES GROUP, INC.

1 \* Pursuant to Local Rule 5-4.3.4.(a)(2)(i), the filing party attests that all other  
2 signatories listed above on whose behalf this filing is submitted concur in the  
3 filing's content and have authorized the filing.  
4

5 **ORDER**

6 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

7  
8 Dated: April 22, 2019



Douglas F. McCormick  
United States Magistrate Judge

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**EXHIBIT A**

**Acknowledgment and Agreement to Be Bound**

I affirm that I have read the Stipulation and Protective Order in *ABC Services Group, Inc. v. Health Net of California, Inc., et al.*, United States District Court, Central District of California Case No. Case No. 8:19-cv-00243 DOC (DFMx). I understand its terms and agree to be bound by them.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_